

FILE A WRITTEN OBJECTION TO THE TRANSFER with:

United States Bankruptcy Court
Southern District of New York
Attn: Clerk of Court
Alexander Hamilton Custom House
One Bowling Green
New York, NY 10004-1408

SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE.

- Refer to **INTERNAL CONTROL NO.** _____ in your objection and any further correspondence related to this transfer.

4. If you file an objection, a hearing will be scheduled. **IF YOUR OBJECTION IS NOT TIMELY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR ON OUR RECORDS AS A CLAIMANT IN THIS PROCEEDING WITH RESPECT TO THE TRANSFERRED PORTION.**

CLERK

FOR CLERK'S OFFICE USE ONLY:

This notice was mailed to the first named party, by first class mail, postage prepaid on _____, 2011.

INTERNAL CONTROL NO. _____

Copy: (check) Claims Agent _____ Transferee _____ Debtor's Attorney _____

Deputy Clerk

NOV 16 2012

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
In re:) Chapter 11
LEHMAN BROTHERS HOLDINGS, INC.) Case No. 08-13555 (JMP)
Debtor.) (Jointly Administered)
----- x

NOTICE OF PARTIAL TRANSFER OF CLAIM
PURSUANT TO FRBP RULE 3001(e)(2)

1. TO: **CREDITO EMILIANO SPA ("Transferor")**
Ufficio Finanza Legale
Via Emilia S. Pietro, 4
Reggio Emilia, 42121
Italy
Attn Efisio Bertrand
2. Please take notice of the transfer of an undivided interest in the amount of USD 28,544.93 (EUR 20,171.67), of your claim against LEHMAN BROTHERS HOLDINGS INC. Case No. 08-13555 (JMP) in the above-referenced consolidated proceedings, arising from and relating to the guaranty of certain underlying securities described in Claim No. 62892 (attached as Exhibit A hereto), to:

BANCA POPOLARE DI SONDRIO S.c.p.A. ("Transferee")
Servizio Finanza – Amministrazione Titoli
Piazza Garibaldi, 16
Sondrio, 23100
Italy
Attn Gerry De Alberti

An evidence of transfer of claim (including details as to the underlying securities) is attached hereto as Exhibit B. All notices regarding the transferred portion of the claim should be sent to the Transferee as the address attached in Exhibit C.

3. No action is required if you do not object to the transfer of your claim. However, **IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN 21 DAYS OF THE DATE OF THIS NOTICE, YOU MUST:**

**IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

Form 210A

United States Bankruptcy Court

SOUTHERN DISTRICT OF NEW YORK

In re LEHMAN BROTHERS HOLDINGS INC., et. al., DEBTORS

Case No. 08-13555 (JMP)
JOINTLY ADMINISTERED

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a).
Transferee hereby gives evidence and notice pursuant to Rule 300 1(e)(2), Fed. R. Bankr. P., of the
transfer, other than for security, of the claim referenced in this evidence and notice.

Banca Popolare di Sondrio S.c.p.a.
Name of Transferee

Credito Emiliano Spa
Name of Transferor

Name and Address where notices to transferee
should be sent:

Banca Popolare di Sondrio
Piazza Garibaldi 16
Sondrio Italy 23100

Court Claim: 62892
Amount of Claim: \$ 152,505,272.33
Date Claim Filed: November, 2 2009
Amount of Claim transferred:\$28,544.93

Attn: Gerry De Alberti
E-mail: gerry.dealberti@popso.it

Phone+39 0342 528927
Last Four Digits of Acct #: N/A

Phone: 0039 0522 582601
Last Four Digits of Acct. #: N/A

Name and Address where transferee payments
should be sent (if different from above):

Phone: +39 0342 528927
Last Four Digits of Acct #: N/A

Banca Popolare di Sondrio
Piazza Garibaldi 16
Sondrio Italy 23100

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of
my knowledge and belief.

By: Luigi Domenico Vido (Head Office Bank Officer)
Transferee/Transferee's Agent

Date: October 22, 2012

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both 18
U.S.C. §1152 & 3571.

EVIDENCE OF TRANSFER OF CLAIM

TRANSFER AGREEMENT

Penalty for failing to maintain color: Fine of up to \$500,000 or imprisonment for up to 5 years, or both, 18 U.S.C. §§ 153 and 3571

<p>LEHMAN SECURITIES PROGRAMS PRCOT OF CLAIM</p>	<p>THIS SPACE IS FOR COURT USE ONLY</p>	<p>United States Bankruptcy Court Southern District of New York Lehman Brothers Holdings Client Processing Center c/o ERM Bankruptcy Solutions, LLC PDR Station, P.O. Box 5076 New York, NY 10150-5076</p> <p>in Re Lehman Brothers Holdings Inc., et al. Chapter 11 (Jointly Administered)</p> <p>Case No. 08-13555 (JMP)</p> <p>Bankruptcy Court Southern District of New York 100 Wall Street, 10th Floor New York, NY 10038</p>
<p><input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim</p> <p>Court Claim Number: _____ (if known)</p> <p>Filed on: _____</p> <p><input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement explaining.</p>	<p><input type="checkbox"/> Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. This claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p><input type="checkbox"/> Click this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p> <p>To more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for each Lehman Programs Security to which this claim relates.</p> <p><input type="checkbox"/> Provide the Lehman Programs Bank Blocking Number, a Blocking Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security to which you are filing a claim. You must require a Blocking Number from your account holder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p><input type="checkbox"/> Provide the Clearstream Bank, Clearstream Bank or other depository participant's account number related to your Lehman Programs Securities for which you are filing this claim. You must require the relevant Clearstream Bank, Clearstream Bank or other depository participant's account number from your account holder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p>	<p>Telephone number: +30 0222583005 Email Address: lmahat@lehd.com</p> <p>Name and address where payment should be sent (if different from above)</p> <p>Telephone number: _____ Email Address: _____</p>
<p>9. Consent to Electronic Bank, Clearstream Bank or Other Depository. By filing this claim, you consent to, and authorize, the use of the following information for the purposes of account opening, clearing and settlement, and for the purposes of identifying claims and distributions:</p> <p>Signature: _____ Name: _____ Title: _____ Address: _____ Notice address above. Attach copy of power of attorney, if any.</p> <p>10. Consent to Electronic Bank, Clearstream Bank or Other Depository. By filing this claim, you consent to, and authorize, the use of the following information for the purposes of account opening, clearing and settlement, and for the purposes of identifying claims and distributions:</p> <p>Signature: _____ Name: _____ Title: _____ Address: _____ Notice address above. Attach copy of power of attorney, if any.</p>	<p>11. Consent to Electronic Bank, Clearstream Bank or Other Depository. By filing this claim, you consent to, and authorize, the use of the following information for the purposes of account opening, clearing and settlement, and for the purposes of identifying claims and distributions:</p> <p>Signature: _____ Name: _____ Title: _____ Address: _____ Notice address above. Attach copy of power of attorney, if any.</p>	<p>12. Consent to Electronic Bank, Clearstream Bank or Other Depository. By filing this claim, you consent to, and authorize, the use of the following information for the purposes of account opening, clearing and settlement, and for the purposes of identifying claims and distributions:</p> <p>Signature: _____ Name: _____ Title: _____ Address: _____ Notice address above. Attach copy of power of attorney, if any.</p>

ISIN Code	Nominal Amount (Foreign Currency)	Interest*** (Foreign Currency)	Total (Foreign Currency)	Nominal Amount (USD)**	Interest (USD)**	Total (USD)**
IT0006578600	EUR 261,000.00	EUR 5,138.05	EUR 266,138.05	369,341.10	7,270.85	376,611.95
XS0286535223	EUR 10,000.00	EUR 0	EUR 10,000.00	14,151.00	0	14,151.00
XS0278983191	EUR 6,022,000.00	EUR 0	EUR 6,022,000.00	8,521,732.20	0	8,521,732.20
XS0208459023	EUR 17,154,000.00	EUR 384,946.05	EUR 17,538,946.05	24,274,625.40	544,737.16	24,819,362.56
XS0208459023	EUR 150,000.00	EUR 3,366.09	EUR 153,366.09	212,265.00	4,763.35	217,028.35
XS0181945972	EUR 6,497,000.00	EUR 156,056.64	EUR 6,653,056.64	9,193,904.70	220,835.75	9,414,740.45
XS0148360042	EUR 18,000.00	EUR 83.25	EUR 18,083.25	25,471.80	117.81	25,589.61
XS0162289663	EUR 330,000.00	EUR 0	EUR 330,000.00	466,983.00	0	466,983.00
XS0163559841	EUR 3,443,000.00	EUR 66,834.14	EUR 3,509,834.14	4,872,189.30	94,576.99	4,966,766.29
XS0176133350	EUR 24,867,000.00	EUR 708,968.12	EUR 25,575,968.12	35,189,291.70	1,003,260.78	36,192,552.48
XS0178969209	EUR 1,763,000.00	EUR 48,707.99	EUR 1,811,707.99	2,494,821.30	68,926.67	2,563,747.97
XS0185655445	EUR 2,495,000.00	EUR 62,507.73	EUR 2,557,507.73	3,530,674.50	88,454.69	3,619,129.19
XS0189294223	EUR 7,662,000.00	EUR 131,466.89	EUR 7,793,466.89	10,842,496.20	186,038.80	11,028,535.00
XS0195431613	EUR 4,182,000.00	EUR 35,896.62	EUR 4,217,896.62	5,917,948.20	50,797.30	5,968,745.50
XS020284247	EUR 8,367,000.00	EUR 250,316.38	EUR 8,617,316.38	11,840,141.70	354,322.70	12,194,464.40
XS0202417050	EUR 251,000.00	EUR 6,673.64	EUR 257,673.64	355,190.10	9,443.87	364,633.97
XS0205185456	EUR 1,926,000.00	EUR 9,770.79	EUR 1,935,770.79	2,725,482.60	13,826.65	2,739,309.25

EXHIBIT 2

Pg 7 of 12

*** Interest accrued until September 14, 2008 (included).

*** Amounts due in EUR have been converted to US Dollars using the exchange rate published by the European Central Bank for September 15, 2008: 1 EUR = 1.4151 USD.*

* EUR 1,000.00 of nominal value for each certificate

XS0210782552	EUR 1,518,000.00	EUR 33,328.75	EUR 1,551,328.75	2,148,121.80	47,163.52	2,195,285.32
XS0211093041	EUR 12,560,000.00	EUR 145,503.83	EUR 12,705,503.83	17,773,656.00	205,902.47	17,979,558.47
XS0211814123	EUR 4,076,000.00	EUR 98,432.14	EUR 4,174,432.14	5,767,947.60	139,291.32	5,907,238.92
XS0213416141	EUR 43,000.00	EUR 431.18	EUR 43,431.18	60,849.30	610.16	61,459.46
XS0213971210	EUR 1,200,000.00	EUR 11,901.56	EUR 1,211,901.56	1,698,120.00	16,841.61	1,714,961.61
XS0215349357	EUR 265,000.00	EUR 5,519.08	EUR 270,519.08	375,001.50	7,810.04	382,811.54
XS0218304458	EUR 318,000.00	EUR 7,379.35	EUR 325,379.35	450,001.80	10,442.52	460,444.32
XS0229269856	EUR 10,000.00	EUR 504.10	EUR 10,504.10	14,151.00	713.35	14,864.35
XS0276162327	EUR 28,000.00	EUR 0	EUR 28,000.00	39,622.80	0	39,622.80
XS02863029288	EUR 1,177,000.00	EUR 0	EUR 1,177,000.00	1,665,572.70	0	1,665,572.70
XS0299701499	EUR 740,000.00	EUR 0	EUR 740,000.00	1,047,174.00	0	1,047,174.00
XS0301086475	EUR 194,000.00*	EUR 0	EUR 194,000.00*	274,529.40	0	274,529.40
XS0302634059	EUR 5,000.00	EUR 0	EUR 5,000.00	7,075.50	0	7,075.50
Total Claim Amount						
USD \$ 152,505,272.33						

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **CREDITO EMILIANO SPA** ("Seller"), acting on behalf of one customer (the "Customer") hereby unconditionally and irrevocably sells, transfers and assigns to **BANCA POPOLARE DI SONDRIO S.c.p.A.** (the "Purchaser"), acting on behalf of one or more of its customers (together with its customers, the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to **Proof of Claim Number 62892** filed by or on behalf of Seller] (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller and its Customer relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's and its Customer's right, title and interest in, to and under the transfer agreements, if any, under which Seller and its Customer or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller and its Customer owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) neither Seller nor its Customer has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 22th day of October 2012.

CREDITO EMILIANO SPA

By: 

Name: Giorgio Ferrari

Title: Chairman of the board

Via Emilia San Pietro, n.4
42121 Reggio Emilia, Italy

BANCA POPOLARE DI SONDRIO S.c.p.A.

By: 

Name: Luigi Domenico Vido

Title: Head Office Bank Officer

Piazza Garibaldi, 16
23100 Sondrio, Italy

Attn. Efsio Bertrand
Phone 0039 0522 582
Fax 0039 0522 583129
e-mail ebertrand@credem.it

Attn. Gerry De Alberti
Phone 0039 0342 528927
Fax 0039 0342 528370
e-mail gerry.dealberti@popso.it

Schedule 1

Transferred Claims

Purchased Claim

0,478240077 % of XS0195431613 EUR = USD 28,544.93 of USD 5,968,745.50 (i.e. the outstanding amount of XS0195431613 as described in the Proof of Claim dated 29 October, 2009 and filed on 2 November, 2009),

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
LEHMAN BROTHERS TREAS.BV 7%/LINKED 14.07.2004/2014 EUR	XS0195431613	LEHMAN BROTHERS TREASURY BV	Lehman Brothers Holdings Inc.	EUR 20,000.00 (equivalent to USD 28,302.00)	14/07/2014	EUR 20,171.67 (equivalent to USD 28,544.93)

CREDITO EMILIANO S.P.A.



BANCA POPOLARE DI SONDRIO S.p.A.



Exhibit C

Address for Notices:

BANCA POPOLARE DI SONDRIO S.c.p.A.
Piazza Garibaldi, 16
Sondrio, 23100
Italy

Attn: Gerry De Alberti – Servizio Finanza / Amministrazione Titoli



Banca Popolare di Sondrio

Società cooperativa per azioni - Fondata nel 1871
Sede sociale e direzione generale: I 23100 Sondrio SO - piazza Garibaldi, 16
Tel. 0342/528.111 - Fax 0342/528.204

SEDE CENTRALE

UNITED STATES BANKRUPTCY COURT
Southern District of New York
Attn : Clerk of Court
Alexander Hamilton Custom House
One Bowling Green
New York, NY 10004-1408